

EXHIBIT 5

C.N.RAMACHANDRAN NAIR, J.

Spl. Jurisdiction Case No.3 OF 2006

Dated this the 4th day of December 2006

ORDER

Since respondents 1 and 2 have expressed difficulty to furnish Bank guarantee, registry is directed to receive the payment in the form of Bankers' cheque in favour of the Registrar General for the said amount. Registry will keep the amount in deposit pending further orders in the matter. Respondents 1 and 2 can make payment in the rupee equivalent of the dollar amount mentioned in the order at the prevailing rate. Time for payment is extended till 9th of this month. As and when amount is deposited in court, arrest of the vessel stand lifted and vessel can sail. C.J.

SJ

C.N. Ramachandran NAIR, J.

(True copy)

Assitant Registrar

IN THE HIGH COURT OF KERALA AT ERNAKULAM

Present:

The Honourable Mr. Justice C.N.Ramchandran Nair

Monday 4th day of December, 2006/13th Agrayana 1928

SPJC. No. 3/2006 R

PETITIONERS:

Forbes Gokak Ltd., Indira Gandhi Road, W/Island, P.O. Muttom, Pin No. 691602
Kochi-682 003, rep: by its Senior Manager,
Mr. Venikka Subramanian, aged 47 years, S/O.V. Mahadevan.

Vs-

RESPONDENTS:

1. M.V. "BLUE STAR", a motor vessel flying the flag of St. Kitts and Nevis and registered at the port of Banseere together with her hull, tackle, engines, machinery, apparel, equipment, stores, supplies, things and other paraphernalia, presently lying in the port and harbour of Mumbai, rep: by its Master now within Indian Territorial waters.
2. Novstar Shipping & Marine Service Co. LLC
P.O. Box. 39510, Dubai-U.A.E.
3. The Deputy Conservator,
Mumbai Port Trust, Mumbai.

* Addl.R4 impleaded.

*Addl.R4: Superintendent of Customs, (Prev) T.D.C.
M & P Wing, P.N.P.Jetty, Dharamtar Port,
Shahibag Port Roynad, Taluka-Alibag,
Dist-Raigad, Maharashtra-402 106.

is impleaded addl.R4 as per order dtd.27.11.06 in
LA No. 3694/2006.

SPJC praying inter alia that in the circumstances stated in the affidavit filed along with the SPJC the High Court be pleased to arrest and detain the 1st respondent vessel until further orders and direct the 3rd respondent to detain the 1st Respondent vessel M.V "Blue Star" now within the territorial waters of India and berthed at Mumbai Port and not to permit the vessel to leave the port limits till the respondents 1 & 2 furnish security to the amount of US \$ 35,357.725 (Indian Rupees 3,15 per 1.00 US\$) pending the petition, in the interest of justice.

This petition again coming on for orders upon permission of the petition and the affidavit filed in support of SPJC and this court issued order dtd.27.11.06 and upon hearing the arguments of Mr. V. Venkateswaran, Advocate for the petitioner and J.M.Sunil Superintendent R.I. and Mr. John Vaigaseer, for Addl. R4, the court passed the following:

D.L.O.

mav/-

EXHIBIT 6

BEFORE THE HONOURABLE HIGH COURT OF KERALA, ERNAKULAM

Sp.J.C.No. 3 OF 2006

For the Petitioner

M.V. Sudarshan & 2 Ors.

For the Respondent

Parasuramam

COUNTER AFFIDAVIT OF RESPONDENTS NO. 1&2

M/s. K.P.Vijayan V. 133
V.M. Syazikumar S.1018
C.B.Sumadevi S.709
Kripa Elizabeth Mathew K307
Counsel for the Respondents 1&2

BEFORE THE HONOURABLE HIGH COURT OF KERALA, ERNAKULAM.

SU.A.C. NO. 3 OF 2006

Forbes Gokak

Petitioner

M.V. "Blue Star" & Ors.

Respondents

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Dated this 10th day of January 2007

Counsel for the Respondents 132

BEFORE THE HON'BLE HIGH COURT OF KERALA AT ERNAKULAM

Sp.J.C. No. 3 of 2006.

Forbes Gokak Ltd.
Vs.
M.V. "Blue Star" & 2 others

.. Petitioner
.. Respondent



COUNTER AFFIDAVIT FILED BY THE 1ST AND 2ND RESPONDENTS

I, A. Z. Mookhtar, aged 45 yrs S/o Zainul Mookhtar Indian inhabitant residing at Dr. Sylvio House, 1st Floor, 18, Chapel Road, Bandra (W), Mumbai - 400 050 do hereby solemnly affirm and state as follows:

1. I am the duly Constituted Attorney of the 2nd Respondent in the above Sp.J.C. I am aware of the acts of the case as revealed by records. I am competent to swear to the contents of this affidavit on behalf of the 1st Respondent also.
2. At the very outset it is respectfully submitted that these Respondents hereby challenge the very maintainability of the Sp.J.C. inter alia on the question of jurisdiction. This counter affidavit is filed by the Respondents raising the said specific ground of maintainability as a preliminary issue and seeking dismissal of the special jurisdiction case, vacating of the Order of Arrest dated 14th November, 2006 and seeking release and / or refund of the security put up by the Respondents. It is respectfully pray that this Counter affidavit being filed for the said limited purpose may not be treated as voluntary submission to the Jurisdiction of this Hon'ble Court.
3. The brief facts relevant for appreciating the issues raised in the present Counter affidavit are as under:
 - (a) The Petitioner has filed this Sp.J.C. purportedly raising a claim of United States Dollars \$5,857,728 towards alleged supplies of bunkers to the 1st Respondent Vessel at the port of Kochi/Kochi. The ship m.v "Blue Star" and her Owners Novstar Shipping and Marine Services LLC., are admittedly foreign parties. On the Petitioner's own averments, it is apparent that the Vessel was at Mumbai discharging cargo into barges destined for Dharamtar at the time of institution of the present case and the Application of arrest. By



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3. In-spite Order dated 14th November, 2006, this Hon'ble Court ordered the arrest and/or detention of the 1st Respondent vessel and permitted its release only on furnishing of a Bank Guarantee for USD 83,303.10 in favour of the Deputy Conservator, Mumbai Port Trust. Further a condition was imposed upon the Petitioner to furnish (within two days from the date of the Order) a Bank Guarantee in the sum of Rs. 5,00,000/- in favour of the Registrar General of this Hon'ble Court, to cover the loss and hardship to the Shipping Company in the event of the Petitioner failing to prove its case.

- (b) By a further Order dated 4th December, 2006 passed by this Hon'ble Court, the Order of 14th November, 2006 was modified to the extent that these Respondents were inter alia granted liberty to put up security in the form of Banker's cheque for the rupee equivalent of USD 83,303.10 in favour of the Registrar General of this Hon'ble Court and the Registrar General was directed to keep the amount in deposit pending further orders in the matter.
 - (c) On 6th December, 2006, an Interim Application was moved for securing the release of the vessel after depositing security by way of a Banker's cheque in the sum of Rs. 37,10,419.16/- (being the rupee equivalent of USD 83,303.10 at the prevailing rate of 1 USD = Rs. 44.57 p.) in favour of the Registrar General of this Hon'ble Court by these Respondents without admission of liability and without prejudice to their rights and contentions, more particularly that this Hon'ble Court had no jurisdiction to entertain the present case, but the Order of arrest is without jurisdiction and the purported claim of Petitioner is untenable in law.
 - (d) By Order date / 6th December, 2006, this Hon'ble Court was pleased to release the 1st Respondent vessel from Arrest and direct the Registrar General of this Hon'ble Court to send communications to the Deputy Conservator, Mumbai Port Trust and the Commissioner of Customs, Mumbai about the compliance of interim order and the approval of this Hon'ble Court for release of the 1st Respondent Vessel.
4. At the outset, as and by way of a preliminary objection, it is respectfully submitted that this Hon'ble Court has no jurisdiction to entertain, try and dispose off the

present case. The Petitioner has averred in the Petition that at all material times, the 1st Respondent Vessel has been lying at the Port and Harbour of Mumbai. Hence, admittedly, the 1st Respondent Vessel has at all relevant times been outside the territorial jurisdiction of this Hon'ble Court. The Petitioner's alleged cause of action i.e., supply of bunkers at the Port of Kharolikan (a foreign Port), as also on the Petitioner's own averments (which are denied), has also allegedly accrued outside the jurisdiction of this Hon'ble Court. The 2nd Respondent is also an entity incorporated under Foreign Laws and is situated wholly outside India. In these circumstances it is respectfully submitted that since neither of these Respondents are situated within the jurisdiction of this Hon'ble Court nor has the cause of action arisen within the jurisdiction of this Hon'ble Court, this Hon'ble Court has no jurisdiction to entertain or try the present case.

5. In the aforesaid context, it is submitted that even under the Constitution of India, the High Court is empowered to issue writs, order and / or directions only throughout the territories over which it exercises jurisdiction. For a High Court to exercise admiralty jurisdiction it is a necessary pre-requisite (to found jurisdiction) that the Vessel is within the local limits of the concerned High Court at the time of initiation of proceedings. It is submitted that the exercise of Admiralty jurisdiction by a High Court is circumscribed and / or restricted to its territorial jurisdiction. This is also necessitated and / or demanded by public policy i.e., that the High Court must exercise jurisdiction including admiralty jurisdiction over territories in respect of which it has been established as otherwise it would result in a chaotic situation where various High Courts would exercise jurisdictions concurrently over all the territorial waters of India resulting in conflicting decisions.
6. Pertinently, in the present case, there is no dispute that both Respondent 1 and 2 against whom relief is sought are situated outside the jurisdiction of this Hon'ble Court. The alleged cause of action i.e., the purported supplies and / or alleged non-payment has arisen outside the jurisdiction of this Hon'ble Court. Hence, on the

Petitioner's own showing, it is apparent that this Hon'ble Court has no jurisdiction to entertain and try the case. The Special Jurisdiction case is therefore required to be rejected and these Applicants pray accordingly.

7. Without prejudice to the aforesaid, it is submitted that even otherwise the Petitioner's alleged claim is ex-facto untenable in law, this is for the following reasons:

- (a) The Petitioner's alleged claim is for payment of sum of USD 25,857,723 for bunkers allegedly supplied to the 1st respondent vessel by its alleged physical suppliers i.e. Oil Marketing & Trading International LLC (Oil Marketing). The Petition and the documents filed therewith, (Exhibit - P1) allege that the supply was effected at the request of one Cockett Marine Oil Ltd. (hereinafter referred to as Cockett Marine) allegedly the Agents of one Cross World M.E. U.A.E (hereinafter referred to as Cross World), who at the relevant time were the alleged Time Charterers of the 1st Respondent Vessel. Hence, on the Petitioner's own showing the supply of bunkers was not even made by the Petitioner, but by a third party i.e. the said Oil Marketing. The alleged Contract for the supply of bunkers is (without zoning) on the Petitioner's own showing, between the Petitioner and the said Cross World and / or Cockett Marine. In the circumstances, there is no Contract for the supply of bunkers with either the 1st Respondent Vessel and / or her Owners i.e. the 2nd Respondents. Consequently: (i) there is therefore admittedly no privity of Contract between the Petitioner's and the 1st Respondent Vessel and / or her Owners i.e. the 2nd Respondent; (ii) no supplies have been made by the Petitioner to the 1st Respondent Vessel at the instance of the 2nd Respondent. Hence, the Petitioner is not entitled to maintain the present case;
- (b) Furthermore the Petitioner's own averments the said Oil Marketing allegedly supplied bunkers at the request and instance of Cross World's alleged agents, Cockett Marine. The Petitioner can not proceed against the 1st and the 2nd Respondents for alleged supplies not requested for by these Respondents. Since, no such personal liability exists, the present Jurisdiction case is not maintainable and liable to be dismissed;

- Without prejudice to the above, even otherwise the Petitioner is not entitled to sue for the alleged supply of the said bunkers as the same were not supplied by the Petitioner but by one Oil Marketing. There is no pleading that the Petitioners have paid the said Oil Marketing. The Petitioners have therefore no entitlement to raise the alleged claim. Furthermore, the Bunker Delivery Notes (annexed at Exhibit + P1) indicate that the alleged delivery of bunkers was subject to the General terms and conditions of Oil Marketing & Trading International LLC and not these Respondents. Hence, (i) the Petitioners themselves have not paid for the bunkers and (ii) the Petitioners have themselves not supplied the said bunkers. The Petitioner has no title to the said supplies and have no locus to institute and / or maintain the Special Jurisdiction case. In the absence of proof of payment to the said Oil Marketing & Trading International LLC, the Petitioners have no right and / or entitlement to invoke the Admiralty jurisdiction of this Honorable Court, file the present Petition *in rem* against the Vessel in respect of the alleged supplies.
- (d) In any event no action *in rem* can lie against the Vessel for the following reasons:
- a. there is no Contract between the Petitioners and these Respondents. The 1st Respondent Vessel, at the relevant time was on a Time Charter to Cross World and therefore the alleged supplies were at the request of the Time Charterers. The assertion that the request by Cross World or their Agents was authorized by the Owners of the Vessel is completely bald and unsubstantiated. In any event the same is denied;
 - b. Further, the reliance on Section 70 of the Indian Contract Act is completely misconceived as the said statute has no application to the alleged supplies effected in Khorfakkan at the request of a Foreign Company i.e. Cockett Marine to a Foreign Flag Vessel. Without prejudice to the foregoing, in any event the entitlement under Section 70 of the Contract Act would be only *qua* Cross World and / or Cockett Marine.

(d) Without prejudice to the above, it is further submitted that no benefit has been derived by these Respondents from the alleged supplies made to the time Charterer under the Time Charter Party dated 23rd November, 2005. The said Charter Party was a Time Charter Party in the Baltim form. A copy of the said Charter Party is annexed and marked EXHIBIT R2.(A) hereto. The Charterers not only failed to pay the Charter Hire to the tune of USD 236619.67 under the Charter Party but in fact abandoned the vessel at the Port of Umm Qasr in Iraq. As against the quantity of bunkers provided by the Owners to the Charterers at the time of delivery under the Time Charter dated 23rd November, 2005 (i.e. 120 MT of IFO and 12 MT of MDO) at the time of her repossession only a quantity of 19.50 MT of IFO and a quantity of 0 MT of MDO was on board. Hence, the 2nd Respondent has not received, any benefit of the bunkers supplied to the Charterers.

8. It is respectfully submitted that because of the above So.J. C. preferred by the Petitioners which is nothing but a misuse of process of law initiated with the malafide motive of putting economic distress on these Respondents and to unjustly enrich them from, the 1st respondent vessel happened to be detained during the period 14.11.2005 to 0.12.2006. Over and above the fact that the schedule of the vessel was disrupted which has a snowballing effect leading to huge financial liabilities by way of loss of Charter Hire in the sum of USD 119,465, huge expenses had to be incurred by these Respondents under various heads including idling costs. The loss thus suffered by these Respondents till date has been computed at USD 25670.13 during the period of Arrest of the vessel. Although the vessel was under arrest from 14.11.2005 to 08.12.2006, these Respondents have conservatively assessed their losses only from the date on which the vessel completed discharge post Arrest i.e. from 21.11.2005 till the date of release of the vessel i.e. 08.12.2006, for a period of 16 days. These Respondents crave leave to add to and / or augment their loss on a detailed computation thereof at a later stage. However for the purposes of this Application, the loss so assessed comprises of the following:-

(a) bunkers of 33.90 MT consumed from 21.11.2006 till 08.12.2006 at a cost of USD 637 per MT aggregating to USD 21594.30;

(b) Fresh Water of 74 MT consumed between the period 21.11.2006 to 08.12.2006 at a cost of JSD 10 per MT aggregating to USD 740;

(c) P. S. F premium and H. & M premium per day X 16 days at USD 112.50 per day aggregating to USD 2766.00;

(d) Lube Oils consumed at 370 litres between the period 21.11.2006 to 08.12.2006 at a cost of JSD 1.51 per litre aggregating to USD 569.80, totaling to USD 25670.13.

A detailed tabulation of the said losses is summarized in an Annexure produced as
EXHIBIT R2 (B).

The consumption of Bunkers, Lube Oils and Fresh Water is evident from an extract of the Deck and Engine Log Books of the Vessel, which extract is annexed hereto as EXHIBIT R2 (C). The Invoice raised for supply of Fresh Water and Fresh Water Receipt is annexed as EXHIBIT R2 (D) & (E), respectively and the confirmation statement as of 30.11.2006 of the supplier, Kharkalba Marine Services, of Fresh Water supplied to the vessel is annexed hereto as EXHIBIT R2 (F). These Respondents submit that in addition to the aforesaid losses, these Respondents have suffered losses by way of proportionate Crew Wages during the period of Arrest estimated at USD 13600; Provision for 22 Crew Members on board at USD 1750; communication expenses to the sum of USD 300 as also legal costs, all of which these Respondents crave leave of this Hon'ble Court and reserve their right to claim from the Petitioner's.

9. In the circumstances aforesaid, the Applicant submits that the arrest of the Vessel is without jurisdiction, wrongful, illegal and misconceived. The Petitioner's purported

[Signature]

claim is unbonable and in any event not maintainable in rem against the 1st Respondent Vessel.

10. Hence, these Respondents submit that they are also entitled for the following reliefs:

- (a) The Special Jurisdiction case No. 3 of 2006 filed by Petitioner be dismissed and / or rescinded by this Hon'ble Court;
- (b) The Order of Arrest dated 14th November, 2006 passed by this Hon'ble Court be vacated;
- (c) The Registrar General of this Hon'ble Court be forthwith directed to refund to the Constituted Attorney of these Respondents the security put up for obtaining the release of the Vessel;
- (d) The Petitioner be ordered and directed to pay to these Respondents the sum of USD 25,674.10 (or its Indian currency equivalent at Rs. 1169,017.72 p at the exchange rate of 1 USD = Rs. 45.54p) as costs and damages on account of wrongful arrest;
- (e) In the alternative to (d) above, the Registrar General of this Hon'ble court be directed to retain the security put up by the Petitioner in terms of this Hon'ble Court's Order dated 14th November, 2006, as security for these Respondents' costs and damages till the conclusion of the Respondents' separate action before the appropriate forum seeking damages for wrongful arrest of the 1st Respondent Vessel.

11. These Respondents submit that they are entitled to the aforesaid reliefs in the facts and circumstances of the case. The issues raised in this Counter affidavit are substantially issues of law, not involving any disputed facts and can be conveniently and properly adjudicated upon at the threshold. It is therefore just, necessary, convenient and in the interest of justice that the issues of jurisdiction and maintainability be determined as preliminary issues. For the reasons set out hereinbefore, these Respondents have an excellent case / defence on merits and the

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case of the Petitioner is ex-facie untenable and devoid of any merits. The arrest of the 1st Respondent Vessel (at the instance of the Petitioner) is not only wrongful but also grossly negligent and / or malicious entitling these Respondents to compensatory costs. The Balance of convenience is also in favour of these Respondents for grant of relief's as prayed.

12. For these and other grounds to be urged at the time of hearing it respectfully prayed that this Hon'ble Court may be pleased to dismiss the above Sp. I. C. Wth Compensatory costs to these Respondents as claimed above, as also vacate/recall the order of Arrest dated 14th November, 2006 passed by this Hon'ble Court and consequently direct the Registrar General of this Hon'ble Court to forthwith refund to the Constituted Attorney of these Respondents the security put up for obtaining the release of the Vessel.

13. Irreparable loss and injury will be caused to these Respondents if the said prayer is not granted.

Dated this the 1st day of January, 2007.

[Signature by Mr]
SRI. SURESH GOKAR
ADVOCATE
Commonwealth Building,
2nd Floor, 2-4 Oak Lane,
Port Mumbai - 400 052

[Signature]
DEPONENT
CONSTITUTED ATTORNEY OF 2ND RESPONDENT

Solemnly affirmed and signed before me by the Deponent who is personally known to me on this the 1st day of January, 2007 in my office at Mumbai.

NOTARY BEFORE ME

E. D. JAINWAL
SRI. ISHAIJ DABHIAH
ADVOCATE HIGH COURT &
SUPREME CT. OF INDIA
21, SAROJINI NAGAR, KALIGHAT,
KOLKATA (W.B.) 700 016
BISTI THAKUR (MANASBANJAR)

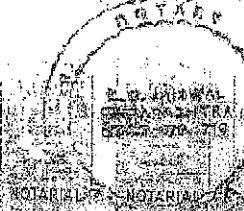
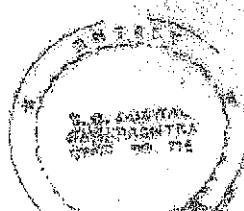


EXHIBIT - R 2(A)

Shipper: ADVANCED OCEAN SHIPPING P.O.BOX 4568, DUBAI C/O, CHRYSTAL HOUSE, BANK STICKL, P.O.BOX 4568, DUBAI, U.A.E.		THE SHIPPER AND INTERNAL FORWARDER, MARKETPLACE CROSSWORLD UNIFORM TRADE CONDITIONS (U.T.C.) DATED 1974 CODING NAME: MARITIME ITEM	
4045 PAGE 1			
1. Dispatch date: Dubai, November 13, 2005			
1. Owners / Principals: MONSTAR SHIPPING & MARINE SERVICES CO. L.L.C. DUBAI, U.A.E. 2. Vessel's name: MV "BLUR STAR"		1. Classification: Class of business CROSSWORLD M.E. Sharjah, U.A.E. 3. GRN/IMST: 616873848	
4. Port: PRS (Pentax Register of Shipping) 5. Trade route: Sharjah - Trade routes - Europe 1933		4. Registered port number: 5408 (SP72) (cont)	
6. Terminal bunkers: IPO - (80 - 105 mts, 5MGT - 30 mts) 12 fixed capability at Sharjah (80) and consumption in excess of 10 mts on 12 mts IPO + 10% + 2.5 mts MBD See CL 52 item		10. Charterer: Crossworld Maritime 11. Charterer's registration number: 10706/10897 CMY	
7. Payment: Period of hire (CL 11): 45+3 months +/- 15 days Material OFT (either party may exercise opt. to cancel w/o giving 30/45 days notice to other party)		12. Port of delivery (CL 11): APMI, GSP, BG or U.A.E. Arabian Gulf 13. Discharge port(s): 23-30 OF MON 2005	
8. (a) Trade route(s): PG, India - Bay of Bengal , 1600 nm Africa east coast up to Somalia (b) Existing War or Weather Zones			
9. Cargo exclusion: firearms (CL 14) No live stock		14. Perishable, inflammable or dangerous goods to be shipped, see CL 46 also:	
10. Charterer's responsibility: 11. Payment: See CL 31 item		15. Charterer's liability: See CL 31 item	
11. Charterer's responsibility: USD 4350 PDPR IOT		16. Charterer's liability: See CL 31 item	
12. Place of issue of charterparty: CL 11 DOT 1 - GSP, BG or W.C. India attached:		17. Charterer's liability: See CL 31 item	
13. Charter date: CL 11 30 TH OF NOV . 2005		18. Charterer's liability: See CL 31 item	
14. Discharge date: 2006-01-01 5.75 UTLs (Additional Commission-2.5% + 1.25% AOS as Broker)		19. Charterer's liability: See CL 31 item	
It is mutually agreed that this Charter shall be governed subject to the conditions contained in this Charter which shall include Part I as well as Part II. In the event of a conflict of provisions the provisions of Part I take precedence over those of Part II in the extent of such conflict.			
Signature: [Signature]		Witness (Charterer): [Signature]	

Printed and signed by T. O. Khatib on 11/10/05 in Sharjah, United Arab Emirates
 by authority of the ship and the original charterer and lessor (Brokerage)

7/2005

Charterer
Brokerage

"MATERIALS 1900" (UNIFORM TERMS - CHARTERER (Box 1) and (3))
 It is agreed that the one party mentioned in Box 3
 will charter the Vessel named in Box 5 of the
 agreement to the tonnage indicated in Box 2,
 grosses as stated in Box 7 and of indicated horse
 power as stated in Box 8, carrying about the
 number of tons deadweight indicated in Box 9 or
 Board of Trade summer freeweight inclusive of
 bunkers, stores, provisions and boiler water, having, as
 per builder's plan a cubic-foot capacity stated
 as stated in Box 10, exclusive of permanent bunkers
 which contain about the number of tons
 stated in Box 11, and fully loaded capable of
 returning about the number of tons indicated in
 Box 12 in good weather and smooth water on a
 consumption of about the number of tons basic
 material IFO+MDQ stated in Box 12, now in
 position as stated in Box 13 and the party mentioned
 as Charterer in Box 4, as follows:

1. Period/Port of Delivery/Time of Delivery
 The Charterer, and the Charterers are the Vessel
 for a period of the number of calendar months
 indicated in Box 14. From the time, not a Sunday
 or a legal holiday unless taken over the Vessel
 is delivered and placed at the disposal of the
 Charterers between 04.00 and 08.00 hours
 on Monday to Friday, on Saturday, at the place port
 stated in Box 15, in such available berth where
 she can safely be always affixed, on the Charterers
 stay alone, are being in every way fitted for
 ordinary cargo service.

The Vessel to be delivered at the time indicated
 in Box 16.

2. Trade

The Vessel to be employed in lawful trades for
 the carriage of lawful merchandise only between
 good and safe ports or places where she can
 safely be always at anchor within the limits stated in
 Box 17.

No live stock nor impious, inflammable or
 dangerous goods (such as explosive, explosive
 carbolic, lime, silicate, incendiary material, tar,
 or any of their products) to be shipped.

3. Owners to Provide

The Owners to provide and pay for all provisions
 and wages, for insurance of the Vessel, for oil
 deck and engine room stores and maintain her in
 a thoroughly efficient state in hull and machinery
 fitting service.

The Owners to provide one Watchman per watch
 if required whichmen are required, or if the stevedores
 refuse or are not permitted to work with
 the Crew, the Charterers to provide and pay
 qualified Watchmen.

4. Charterers to provide

The Charterers to provide and pay for all wages
 including salary, oil, ice, water for cooling
 non-charging portages (notwithstanding
 that certain port charges may be levied by
 the Master, Officers or Crew) and other
 expenses and charges, including any for
 general consumption or state taxes, also all other
 harbour and tonnage dues at the ports of
 delivery and re-delivery unless incurred through
 cargo carried before delivery or after re-delivery,
 agitations, commissaries, fee for storage and pay
 for loading, unloading, stowing (including damage
 and shifting boards excepting any already on

PART II

"MATERIALS 1900" (UNIFORM TERMS - CHARTERER (Box 1) and (3))
 loading, unloading, working, laying and delivery
 of cargoes, services of hatchets, men's salaries
 officers and men in their service and all other
 charges and expenses whatsoever including
 retention and expenses through quarantine (including
 cost of hatching and pedagogues).

All fares, tugs, and general expenses as usually
 made for loading and discharging and any special
 gear, including special ropes, hawsers and chains
 required by the custom of the port for importation
 to be for Charterer's account. The Vessel to
 be fitted with winches, derricks, windlasses and
 ordinary numbers capable of handling lifts up to 2
 tons.

5. bunkers

The Charterers at the cost of delivery and the
 Owners at cost of re-delivery to take over and pay
 for all remaining IFO+MDQ remaining in the Vessel's
 bunkers at current price at the respective ports.
 The Vessel to be re-delivered with oil less than
 the number of tons and not exceeding the
 number of tons as indicated on the IFC+MDQ in the Vessel's
 bunkers stated in Box 12, see o 37.

6. hire

The Charterers to pay as hire the rates stated in
 Box 19 per 15 days, commencing in accordance
 with Clause 1, and her re-delivery to the Owners
 Payment

Payment of hire to be made in cash, in the
 currency stated in Box 20, without discount, every
 15 days, in advance, and in manner prescribed
 in Box 21.

In default of payment the Owners to have the
 right of withdrawing the Vessel from the service
 of the Charterers, without notice, any protest and
 without interference by any court or any other
 tribunal whatsoever, and without prejudice to
 any claim, the Owners may otherwise have on the
 Charterers under the Charter.

7. Re-delivery

The vessel to be re-delivered on the expiration
 of the Charter in the same good order as when
 delivered to the Charterers fair wear and tear
 excepted, at an up-free port in the Charterers'
 sayings of the place or within the range stated in
 Box 21, between 04.00 and 08.00 and 08.00
 and 12.00 on Saturday, but the day of re-delivery
 shall not be extended or postponed
 notice.

The Charterers to give the Owners not less than
 ten days notice at which port and on what
 watch day the Vessel will be re-delivered.

Should the Vessel be ordered on a voyage by
 which the Charter period exceeded the
 Charterers to have the use of the Vessel to
 enable them to complete the voyage provided it
 could be reasonably calculated that voyage
 would allow re-delivery when it is due from
 the termination of the Charter, but for any days
 exceeding the termination date the Charterers to
 pay the market rate if higher than the rate
 charged herein.

8. cargo space

The whole room and bottom of the Vessel,
 including small deck capacity to be at the
 Charterers' disposal, rendering proper and sufficient
 space for the Vessel's Master, Officers, Crew,
 tackle, apparel, furniture, provisions and stores.

BALTIMORE TRINITY UNIFORM TIME - CHARTER (Brix Layout 1924)

137	portions. The Charterer not to be liable for loss or	25
138	damage arising or resulting from strikes, lockouts	26
139	or stoppage or cessation of business, including	27
140	the Master's Officers or Crew; whether partial or	28
141	general.	29
142	The Charterer to be responsible for loss or	30
143	damage caused to the Vessel or to the Owners by	31
144	goods being landed contrary to the terms of the	32
145	Charter or by improper or excessive unloading or	33
146	loading, slowing or discharge of goods or any	34
147	other improper or negligent act on their part or	35
148	that of their servants.	36
149	12. Advances	37
150	The Charterers or their Agents to advance to the	38
151	Master, if required, necessary funds for ordinary	39
152	disbursements for the Vessel's account at any	40
153	port charging only reasonable compensation	41
154	and advances to be repaid from hire.	42
155	13. Excluded Point	43
156	The Vessel not to be ordered to nor bound to	44
157	sail to any place where fever or epidemics are	45
158	prevalent or to which the Master, Officers and	46
159	Crew by law are not bound to follow the Vessel	47
160	to.	48
161	(b) Any ice-bound place or any place where lights,	49
162	lights, marks and signals are only relied	50
163	on will cause dangerous action or damage	51
164	or injury to persons or property.	52
165	Vessel will not proceed beyond the point	53
166	which the Master will get out after having	54
167	completed loading or discharging. The Vessel shall be	55
168	obliged to force her to a convenient place if the	56
169	Master considers it dangerous to remain at the	57
170	landing or discharging place because	58
171	water being frozen,iced or damaged by ice	59
172	heavily to roll, turn violent upon相遇	60
173	available officers, fractions, damages	61
174	or fare or any other damage arising from any of above causes	62
175	to be paid by the Charterers.	63
176	14. Loss of Vessel	64
177	Should the Vessel be lost or missing, hire to	65
178	cease from the date when she was lost. If the	66
179	date cannot be determined, hire to	67
180	be paid from the date the Vessel was last	68
181	reported until the calculated date of arrival of the	69
182	vessel. Any hire paid in advance	70
183	to be adjusted accordingly.	71
184	15. Overtime	72
185	The Vessel to work day and night if required.	73
186	The Charterers to refund to Owners their	74
187	allowance for all overtime paid to Officers and Crew	75
188	according to the hours rates and stated in the	76
189	Charters party.	77
190	16. Lay-on	78
191	The Charterers to have a ten ton in cargo and	79
192	sub-freight belonging to the Charterer, Charterers and	80
193	by bill of lading freight for all claims under	81
194	the Charter, and the Charterers to have a ton	82
195	in the Vessel for all freights paid in advance	83
196	not yet earned.	84
197	17. Salvage	85
198	All salvage and assistance to other vessels to be	86
199	for the Charterer and the Charterers equal benefit	87
200	etc. according to the Master's and Crew's proportion	88
201	and all legal and other expenses including	89
202	the cost under the Charter for time lost in the	90
203	salvage, also costs of salvage and fuel or oiling	91
204	consumed. The Charterers to be bound by	92

PART II GENERAL TRADE-CHARTER (Box Layout 19-24)	
215	or period named under the terms of the
216	insurance insurance on the Vessel the right to
217	give any such orders or directions
218	(E) In the event of the nation under whose flag
219	the Vessel calls performing its port in war
220	hostilities, warring operations, revolution, or civil
221	conflict, both the Owners and the Charterers
222	may cause the Charter and, unless otherwise
223	agreed, the Vessel to be re-delivered to the
224	Owners at the port of arrival on trial, prevented
225	through the provisions of Section (A), from reaching
226	or entering it, then at a near port and safe
227	port of the Owners' option, after discharge of any
228	cargo on board.
229	(F) If in compliance with the provisions of this
230	clauses anything is done or is not done such as
231	to be deemed a deviation
232	Section (G) is violated and should be considered
233	deemed unless agreed according to Box 22
234	22. Cancelling
235	Should the Vessel not be delivered by the date
236	indicated in Box 23, the Charterers to have the
237	option of cancelling
238	if the vessel cannot be delivered by the cancelling
239	date, the Charterers, if required, to declare
240	within 48 hours after receiving notice thereof
241	whether they cancel or will take delivery of the
242	Vessel.
243	23. Arbitration
244	Any dispute existing under the Charter to be
245	referred to arbitration in London (London-Arbitration
246	place-as-may-be-agreed according to Box 24)
247	an Arbitrator to be nominated by the Owners
248	and the other by the Charterers, and in case the
249	Arbitrators shall not agree then to the nomination
250	of an Umpire to be appointed by them, the award
251	of the Arbitrators or the Umpire to be final and
252	binding upon both parties.
253	24. General Average
254	General Average is to be called according to York-
255	Ashrop Rules, 1972. Hereinafter to contribute to
256	General Average
257	25. Commission
258	The Owners to pay a commission at the rate
259	stated in Box 25 to the party mentioned in Box
260	26 or any sum paid under the Charter, which no
261	were lawfully receivable in severance
262	expenses of the Owners and reasonable fees for their work in the discharge of their
263	duties as Charterers editor of the charter, the
264	particulars of which to indemnify the Brokers
265	against their loss or damage.
266	Should the parties agree to cancel the Charter,
267	the Owners to indemnify the Brokers against any
268	loss or damage but in such case the
269	Commission will be reduced by the brokerage on one
270	year's hire.



RIDER CLAUSES
TO CHARTER PARTY M/V "BLUE STAR" DATED NOVEMBER 23, 2005 IN DUBAI

CL. 26. Speed and Bunker Consumption

If during any passage from port to port, Vessel's speed is reduced - unless caused by bad weather Beaufort Scale 4, or by required prudent action of the Master based on concern for the safety of the cargo or other justifiable circumstances, in harbour, strait, or narrow water or if instructed by Charter or if bunker consumption is greater than that described, the Charterer may submit a claim to the Owner the time so lost and the costs of extra bunkers so consumed. The speed claim is to be supported by recognized weather routing service. The Owners to have the benefit of any bunker saving due to faster speed being slower than specified speed, and such savings shall offset the speed claim. For purpose calculating bunker savings, the bunker price used shall be the last price paid. Such claim (should be in writing) any reasons) submit to the Owners right now after completion each single voyage.

Charterers have the option to supply weather routing service to the Master and in such case Master to co-operate with reporting procedure at all times. However, the final decision as to the route selection and navigation of the vessel will be the Master's. Evidence of weather conditions will be taken from the vessel's deck logs independent weather bureau reports. However, in case of discrepancy charter routing to be final see burs on both.

CL. 27. Cargo Gear Breakdown

If the cargo gear breaks down by reason of disassembly or insufficient power not caused by default of labourers, etc. if delay is occasioned thereby, the hire shall be reduced on a pro rata basis during the period such disassembly or insufficiency in relation to the number of cargo gear units available. In case of a breakdown isn't repaired within 24 hrs Owners shall pay the cost of additional labor required because of breakdown, and for hiring of shore appliances, provided that Master or responsible officer of the Vessel is writing approved the same. The total cost per day payable by Owners shall not exceed Vessel's daily hire. If the Owners hire shore appliances sufficient to replace the Vessel's disabled cargo gear, then Vessel remain fully on hire. Gangs will standby and charges will be for Owners cost of gangs will be cancelled and will come on-hire only on resumption of cargo operations.

CL. 28. Owners' Agents

While on hire and during the period of this Charter, the Owners at no extra cost to themselves can Charterers' agents at all ports of call for normal husbandry matters. For any extraordinary requirements as crew repatriation, dry-docking, survey work and the like, Owners to be responsible for making arrangements to reimburse agents for their time and costs or Owner shall appoint their own agents at expense.

Owners to directly liaise with the agents and place them in funds for all their requirements.

CL. 29. Fumigation

Expenses in connection with fumigation or quarantine ordered because of cargoes carried or port visited while the vessel is employed under this charter to be for Charterers' account. Expenses in connection with other fumigation or quarantine to be for Owners' account.

CL. 30. Communications and Gratuities

Charterers are to be charged USD 700.00 for communications per 30 days or pro rata including Master representation and the same to be included with charter hire payments.

CL. 31. Services

In addition to Master's duties to render all customary assistance ref. clause 8 in the Charter Party, the vessel to work day and night, if required by Charterers and all stores to be at Charterers' disposal during loading, discharging.



RIDER CLAUSES
TO CHARTER PARTY M/V "BLUE STAR" DATED NOVEMBER 21, 2005 IN DS

Customary assistance with the vessel's crew implicitly means all normal functions of the crew name, trading for Owners' own account and shall include, but not limited to:

- (a) Raising and lowering of cranes and rigging cranes under gangways in preparation for discharging.
- (b) Opening and closing of hatches in connection with loading and discharging, local regulations permitting.
- (c) Closing and opening of hatches in the event of weather which may adversely condition of cargo carried on board during loading and discharging, local regulations permitting.
- (d) Customary supervision / Cargo Watch keeping of loading and discharging. Master to be responsible for the stowage of the vessel insofar as this concerns the trim and/or safety of the vessel.
- (e) Maintaining sufficient man-eleetric power and all cranes in good order whilst loading and discharging, including regular maintenance of cranes.
- (f) Shifting vessel during loading and discharging and shifting berth.
- (g) Decking and undocking.
- (h) bunkering.

If local rules, regulations or authorities do not allow the crew to assist, shore labor is to be engaged by Charterers at their expense. Should any loss occur to the vessel during hire operations the vessel is to be repaired.

CL. 32. Arrest

If the Vessel is arrested during the period of the charter by any person having or purporting to have a claim against the Owner or the Vessel or an interest in the Vessel and if delay is occasioned thereby, hire is delayed. All charges caused by arrest to be fully paid by Owner. This Clause is irrevocable should the Owner's agent place the vessel in same or equivalent position as when the off hire commenced.

CL. 33. Deductions from Hire

Charterers shall have the right to deduct from hire payments the pro rata portion of the hire corresponding to any periods of off-hire actually experienced, or planned and notified by Owners (as for dry-docking), as any amount for Owners' account invoice to or deducted by Charterers, provided such deduction is supported by vouchers or other adequate documentation, including tele or facsimile statements from the disbursements for Owners' account outstanding for which vouchers have not yet reached Charterer. Vouchers supporting all deductions from charter hire are to be submitted to Owners within one months time.

RIDER CLAUSES

TO CHARTER PARTY N/V "VALU STAR" DATED NOVEMBER 23, 2005 IN DUBAI

redelivery of the vessel for final hire settlement, which shall require Owner's approval.

CL. 34. Watchmen

Expenses for compulsory watchmen are to be for the Charterer's account.

CL. 35. Hire

In the event of payments as per clause 6 not being made on the due date (within 3 banking days after its submitted to Charterers), the owners shall notify the Charterers in writing (fax or telex), whereupon Charterers shall make payment of the entire amount as demanded by Owners during 3 (three) days of receipt of notification from Owners, failing which Owners shall have the right to withdraw the vessel from service of the Charterers without prejudice to any claim Owners may have otherwise on the Charterers under charter party.

CL. 36. P & I Club :

Owner grants that the vessel shall be fully covered by P & I Club. Charterers have the benefit of Owners' excess or entry granted by the P & I Club as far as the rules permit.

CL. 37. bunkers

The vessel to be delivered with quantity according to the Master's Delivery Notice, and the vessel is to be delivered with about the same quantity, but in any case sufficient to reach Bosphorus port. The Charterers on delivery Owners on delivery to take over and pay for such bunkers at follow prices: USD 200mt forIFO-180 and USD 51.65mt for MDO.

Bunker specifications:

Bunker delivered onboard should have a Certificate of Quality and comply with all specification accordance with MDO - DMA/DGX, ISO 180 - RME25/RMF25. Otherwise products must be homogen and not include automotive lubricating oil, or any other waste chemicals/non fuel components which would impair the efficiency of the purification or the engine system.

CL. 38 Jet of Survey

Charterers may request that a joint survey be held at the port of delivery and redelivery in Owners' Charterers' time respectively for the purpose of ascertaining the quantity of bunkers remaining on board. Expenses of such survey shall be shared equally between Owners and Charterers.

CL. 39. Bill's of Lading

Charterers and their agents have the right to sign Bills of Lading in accordance with Master's receipts on board of the Master. Charterers will be responsible for insuring that all Bills of Lading issued by them, their agent or by any sub-charterers or their agents under this charter party shall incorporate the Hague or Hague-V Rules or similar legislation. Neither the Charterers nor their agents shall permit the issuance of any Bill of Lading or waybills, whether or not signed on their behalf or on behalf of Owners, voluntarily incorporate the Hamburg Rules or any legislation under which the Hamburg Rules are compulsorily applicable in respect of any contract of carriage under this charter or any sub-charter. If Owners sustain a liability arising from the application of the Hamburg Rules in circumstances where such rules were not compulsorily applicable and where the Owners would not otherwise have sustained a liability then the Charterers shall indemnify the Owners for all loss and damage sustained thereby.

CL. 40. Prohibition of Lien

Charterers will not suffer, nor permit to be continued beyond 2 business days, any lien for encumbrance.

RIDER CLAUSES
TO CHARTER PARTY NOV "BLUE STAR" DATED NOVEMBER 13, 2005 IN DUBAI

inserted by them or their agents, which might have priority over the title and interest of the Owners in
the vessel

CL. 41. U.S. Anti Drug Abuse Act 1986

A. In pursuance of the provisions of the U.S. Anti Drug Abuse Act 1986, or any re-enactment thereof, if Charterers warrant to exercise the highest degree of care and diligence in preventing unmanifested narcotic drugs and marijuana to be loaded or concealed on board the Vessel.

If despite the exercise of the highest degree of care and diligence, narcotics, drugs or marijuana are concealed onboard the vessel, the Charterers shall be liable and shall hold the Owners, the Master and the crew of the vessel harmless and shall keep them indemnified against all claims whatsoever which may arise and be made against them individually or jointly for the consequences thereof. Furthermore, all time lost and all expenses incurred, including fines, shall be for the Charterers' account and the Vessel shall remain at their charge.

Should the vessel or any crew member be arrested, the Charterers shall at their expense take all reasonable steps to secure that within a reasonable time the Vessel and crew members are released and shall at the expense put up bail to secure release of the Vessel and any crew members arrested.

The Owners shall remain responsible for all time lost and all expenses incurred, including fines, in the event that unmanifested narcotic drugs and marijuana are found in the possession or effects of the Vessel personnel.

B. In pursuance of the provisions of sub-clause (a) above, the Owners and the Charterers warrant that they shall both become signatories to the sea Carrier Initiative agreement on signing this Charter Party or a delivery of the Vessel under this charter, whichever is earlier, and will so remain during the current Charter.

CL. 42. Others

The following clauses are hereby deemed to be incorporated in this Charter Party:

- So-called Blame Collision Clause
- Low Jaxon Clause
- General Protection Clause

CL. 43. STEVEDORES DAMAGES

Any damage to the vessel or loss to its equipment caused by stevedores during the currency of this Charter Party shall

be reported to the Charterers or their agents, in writing, within 24 hours of the occurrence or as soon as possible thereafter but latest when the loss or damage could have been discovered by the exercise of due diligence. The Master shall immediately endeavour to obtain written acknowledgement of the damage and liability from the stevedores and keep the Charterers properly informed of the results. The Charterers shall pay for properly reported damages which to be in conformance with an independent opinion survey report. Master/Owners must appoint joint survey to ascertain cause/cause/space of such damage. Damages which are to be repaired by Charterers and do not refer to light, watertight or affect the vessel's class or seaworthiness are to remain for occasional repair when the vessel is to dock for Owners' own account so that Charterers pay only for the actual costs as stated above but not for the time so used.

CL. 44. Arbitration and Applicable Law

The Charter Party shall be governed and construed in accordance with English Law and any dispute arising

RIDER CLAUSES

TO CHARTER PARTY NOV "BLUE STAR" DATED NOVEMBER 23, 2005 IN DUBAI

out of this Charter Party shall be referred to arbitration in London in accordance with the Arbitration Act 1996 and 1979 or any statutory modification or re-enactment thereof, for the time being in force. Unless the parties agree upon a sole arbitrator, one arbitrator shall be appointed by each party and the arbitrators so appointed shall appoint a third arbitrator, and the decision of the three-man tribunal thus constituted or two of them, shall be final. On the receipt by each party of the nomination in writing of the other party's arbitrator, that party shall appoint its arbitrator within fourteen days, failing which the decision of the sole arbitrator appointed shall be final.

For disputes where the total amount claimed by either party does not exceed the amount of US\$ 100,000, the arbitration shall be conducted in accordance with the Small Claims Procedure of the London Maritime Arbitrators Association.

CL. 45. Stowaways Clause for Time Charters

The Charterers warrant to exercise due care and diligence in preventing stowaways in gaining access to the Vessel by means of secreting away in the goods and/or containers shipped by the Charterers.

If, despite the exercise of due care and diligence by the Charterers, stowaways have gained access to the Vessel by means of secreting away in the goods and/or containers shipped by the Charterers, the amount to breach of charter for the consequences of which the Charterers shall be liable and shall hold the Owners harmless and shall keep them indemnified against all claims whatsoever which may arise and made against them. Furthermore, at their cost and all expenses whatsoever and howsoever incurred, including fees, shall remain on hire.

Should the Vessel be arrested as a result of the Charterers' breach of charter as described above, Charterers shall take all reasonable steps to secure that, within a reasonable time, the Vessel is released at their expense put up bail to secure release of the Vessel.

If, despite the exercise of due care and diligence by the Owners, stowaways have gained access to the Vessel by means other than secreting away in the goods and/or containers shipped by the Charterers, all time and all expenses whatsoever and howsoever incurred, including fees, shall be for the Owners' account & the Vessel shall be off-hire.

Should the Vessel be arrested as a result of stowaways having gained access to the Vessel by means of secreting away in the goods and/or containers shipped by the Charterers, the Owners shall take reasonable steps to secure that, within a reasonable time, the Vessel is released and at their expense put up bail to secure release of the Vessel.

CL. 46. CARGO EXCLUSIONS

- (a) cargoes classed 1, 3, 4, 5 and others in accordance with requirements of the vessel's Exemption Certificate;
 - (b) notwithstanding the provisions of clause 46 (a) are always excluded from shipment:
- Radioactive products or waste, nuclear fuel, explosives, arms, armaments, leading caps, black powder or any of its products, pitch in bulk, asphalt in bulk, cement and cement clinker in bulk, directly reduced iron ore/iron ore pellets or briquettes, coal/slag in bulk, ferro silicon in bulk, livestock of any description, copper-zinc concentrates in bulk and all liquors.

If the Charterer will intend carrying sulphur in bulk, then both load and unloading of the vessel's holds a fresh water or cement after discharging is essential and are for the Charterer's account. In case of carriage of sulphur cargo other than lump grade, the Charterer is responsible for consequences that may arise in connection with.

**RIDER CLAUSES
TO CHARTER PARTY M/V "MILLE STAR" DATED NOVEMBER 15, 2005 IN DUBAI**

CL. 47. Intermedire hold cleaning:

The vessel crew shall render customary assistance in cleaning cargo holds in preparation for the next cargo if required by Charterers' on the Charterers' time and risk and if not prevented by shore regulations. Such cleaning to be performed provided this can be safely done, weather permitting. The Charterer's shall pay if Owner US\$ 600/tonne per voyage including removing / disposal of damage, if any. In any case Owner are not responsible for passing hold survey for loading of next cargo during the entire period. The work to be done in the same efficient manner to survey standards as if the vessel was loading for the Owner's account but without responsibility and liability on part of the Owners regarding the acceptance of the vessel at its loading port if the vessel is rejected due residue of the previous cargo / as carried under this charter party.

CL. 48. Hold condition on redelivery:

Charterers to have the option of redelivering the vessel against paying Owners lumpsum US\$ 1,300 in lieu of hold cleaning including removal / disposal of damage.

CL. 49. Tax:

All taxes on cargo and on voyage freight to be for Charterers' account, except those levied by flag of the vessel.

CL. 50. Tallymen:

Tallymen both at loading and discharging ports as and when required to be provided by Charterers at their expense.

CL. 51.

Owners confirm vessel has not traded to Israel, Cuba, North Korea and Vessel is not black listed by South African port authority or government.

Owners guarantee that vessel is not black listed by any of vessel's calling ports and countries under the Charter.

CL. 52.

Charterers have the option to load intended cargo on deck / hatch cover at Charterers' time, expense and risk in accordance with vessel's deck / hatch cover strength and stability and also bills of lading to be clause "loaded on-deck in Charterers' / Shipper's / Receiver's Risk".

CL. 53. Good weather condition:

Within the context of this Charter Party, good weather conditions are understood to mean winds maximum Beaufort Force 4. Evidence of weather conditions will be taken from the vessel's deck logs and independent weather bureau reports.

CL. 54. Electrical Light:

The vessel to supply as and when required sufficient electric lights and lamps at all hatches and in all hold for night-work.

CL. 55. New Jason Clause:

In the event of accident, danger, damage or disaster before or after commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequences of which the Shippers, Consignees or Owners of the goods shall contribute with the Carrier in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred and

**RIDER CLAUSES
TO CHARTER PARTY M/V "BLUE STAR" DATED NOVEMBER 23, 2006 IN DUBAI**

shall pay salvage and special charges incurred in respect of the goods.

If a salvaging ship is owned or operated by the Carrier, salvage shall be paid for as fully as if the said ship or ships belonged to strangers. Such Adeposit as the Carrier or his agents may deem sufficient to cover the estimated contribution of the goods and any salvage and special charges thereon shall, if required, be made by the goods, shippers, Consignees or Owners of the goods to the Carrier before delivery.

CL. 56. Both-To Blame Collision Clause

If the liability for any collision in which the vessel is involved while performing this Charter Party fails to be determined in accordance with laws of the United States of America, the following clause shall apply:

If the Vessel comes into collision with another ship as a result of the negligence of the other ship and any neglect or default of the Master, Mariner, Pilot or the servants of the Carrier in the navigation or in management of the Vessel, the Owners of the cargo carried hereunder will indemnify the Carrier against loss or liability to the other or non-carrying ship or her Owners in so far as such loss or liability represents loss of, or damage to, or any claim whatsoever of the Owners of said cargo, paid or payable by the other non-carrying ship or her Owners to the Owners of said cargo and set off, received or recovered by the other non-carrying Vessel or her Owners as part of their claim against the Carrying Vessel. The foregoing provisions shall also apply where the Owners, operators or those in charge of any ship or ships or objects other than, or in addition to the colliding ships or objects are at fault in respect of collision or contact. A Charterer shall cause all Bills of Lading issued under this Charter Party to contain the same clause.

CL. 57. General Paramount Clause

The Hague Rules contained in the International Convention for the Unification of certain rules relating to Bills of Lading, dated Brussels the 25th August 1924 as enacted in the country of shipment shall apply to the contract. When no such enactment is in force in the country of shipment, the corresponding legislation of the country of destination shall apply, but in respect of shipments to which no such enactments are applicable, the terms of the said Convention shall apply.

CL. 58. Trade Where Hague-Visby Rules Apply

In trades where the International Brussels Convention 1924 as amended by the Protocol signed at Brussel February 23rd, 1966 (the Hague-Visby Rules) apply compulsorily, the provisions of the respective legislation shall be considered incorporated in this Bill of Lading. The Carrier takes all reservations permitted under such applicable legislation, relating in the period before loading and after discharging and while goods are in the charge of another Carrier, and on deck cargo and live animals.

CL. 60 Description of the vessel

Ship's name:	Blue Star
Flag:	ST. KITTS & NEVIS
Year of Built/ Where:	1977 / VER. SCHIFFSWEIGHT NEPTUN-ROSTOK, GERMANY
Type of Vessel	GENERAL CARGO
D.W.T. (Full Summer Deadweight):	7923 MT
L.O.A. (Length Over All):	121.83 M
B.R.A.M (Extreme):	17.60 M
Moulded Depth:	9.50
Full Summer Draft:	7.71 M

RIDER CLAUSES
TO CHARTER PARTY MV "BLUY STAR" DATED NOVEMBER 23, 2005 IN DUBAI

GRT/NRT: 6108/3846
P&I: NAVIGATORS INSURANCE COMPANY, LONDON
H+W: "ROSNO"
DEECKS SWL: #1 - 12 MT, #2 43,4 - 13 MT
HOLD/HATCHES: 1/2
HOLDS CAPACITY GRAIN/BAIL: 16700/16697 CBM
HATCHES: #1 - 26,6 M x 13 M, #2 - 33,3 x 13 M
MAIN ENGINE: MAN K92 ST/80R
NEXT SS 2007
LAST DD June 2003
Classification Society PMS
IMO number 7706770

SPEED AND CONSUMPTION

AT SEA:

LADEN R'IM 130 - ABT 8,5 KNOTS ON ABT 10,5 MTS IFO-180 PLUS 2,5 TNS MDO
LADEN R'IM 175 - ABT 10,8 KNOTS ON ABT 12,0 MTS IFO-180 PLUS 2,5 TNS MDO
IN BALLAST RPM 130 - ABT 7,9 KNOTS ON ABT 10,0 MTS IFO-180 PLUS 2,5 TNS MDO
IN BALLAST RPM 175 - ABT 10,5 KNOTS ON ABT 12,0 MTS IFO-180 PLUS 2,5 TNS MDO
MAX SPEED - RPM 182 ABT 11,0 KNOTS ON ABT 14,0 MTS IFO-180 PLUS 2,5 TNS MDO

2. IN PORT:

GEAR WORKING/NO WORKING IFO-180 + 5 MDO 2,5 MTS/1,8 MTS

WHEN VSL MANEUVERING OR IN/OUT PORTS OR NAVIGATING IN CONFINED WATERS / CROSSING CANALS, RIVERS, STRAITS THEN VSL'S MAIN ENGINE IS BURNING MDO SPEED / CONSUMPTION BASED ON FAIR WEATHER UP TO AND SEA CONDITION MAXIMUM DOUGLAS SEA STATE 3.

ALL DTS ABT AND WOC.

EXHIBIT - R 2 (E)

**Vessel's Damages during arrest at Dharamtar Anchorage
Order of Arrest dt. 14/11/2006**

1	Vessel complete discharge	21.11.2006
2	Order of Release dt.	08.12.2006
3	TTL No. of days under arrest	15

Vessel's Running Costs:

Bunker MGO

ROR on 21.11.06 MT	49.10
ROB on 08.12.06 MT	15.25
TTL consumpt	53.35
BO cost, US\$/MT	637.00
Cost of Bunker	21,594.30

2 Fresh Water

ROR on 21.11.06, MT	92.00
ROB on 08.12.06, MT	18.00
TTL consumpt	74.00
Fresh Water cost, US\$/MT	10.00
Cost of Fresh Water	740.00

3 Insurance (P&I, Hull)

P/I annual premium, US\$	46,000.00
Hull annual premium, US\$	17,100.00
Premium per day, US\$	172.65
P/I premium whilst under arrest	2,766.03

4 Lube Oils

ROB on 21.11.06, Ltr	1670
ROB on 08.12.06, Ltr	1300
TTL consumpt	370
Lube Oil cost, US\$/Ltr	1.54
Cost of Lube Oils	569.60

TOTAL DAMAGES	28,670.13
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P.S. due to the variety of lube oils fuel used for different ship engines calculations made basis an average cost of 1Ltr.

thus, invoice of Freight System comprise delivery of 3 types of lube oil in drums, whereas average price per drum is AED 1,129 or equivalent to US\$ 308 per drum. Each drum consist apprx 200Ltr. Therefore, cost of lube oil is US\$ 1.54 per 1Ltr.

TRUE COPY

[Signature]
Ammar

AA. EXTRACTS

from DECK LOG BOOK of the mv "BLUE STAR", call signs VADT, Port of Regis
BASSETERRE, flag - St.Kitts&Nevis, IMO No 7706770;

- * Page No 68. The 21st of November, 2006, Tuesday. The port of DHARAMTAR.
Fresh water tanks: total 92.0 mts.

- * Page No 102. The 08th of December, 2006, Friday. The port of DHARAMTAR.
Fresh water tanks: total 13.0 mts.

BB. EXTRACTS

from ENGINE LOG BOOK of the mv "BLUE STAR", call signs VADT, Port of Regis
BASSETERRE, flag - St.Kitts&Nevis, IMO No 7706770-

- * Page No 93. The 21st of November, 2006, Tuesday. The port of DHARAMTAR.
IFO = 101.0 mts, MGO = 49.1 mts, AB sys.off = 1670 liters
Signed by Ch engineer.

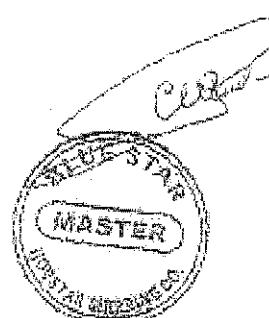
- * Page No 110. The 08th of December, 2006, Friday. The port of DHARAMTAR.
IFO = 101.6 mts, MGO = 15.2 mts, AB sys.off = 1100 liters.
Signed by Ch Engineer.

Confirm truth of extracts.

Master of n v "BLUE STAR"

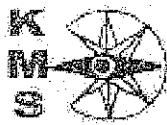
11.01.2007

M.Romanov



TRUE COPY

A. Romanov
M. Romanov

EXHIBIT R 2 (6)

خور كالبا للخدمات البحرية KHORKALBA MARINE SERVICES

BUNKERING - WATER SUPPLY - SHIPPING AGENCY
Tel: +971 4 2774977 / 27729460 Fax: +971 4 2774600 / 2777207
Telex: 89002 KMSKLB, P.O. Box: 11024, Khorfakkan, Sharjah, U.A.E.
Website: www.khorkalbamarines.com
Email: kms@khorkalbamarines.com

No: 16767

Date: 26.10.2006

INVOICE

M/T MS

NOVSTAR SHIPPING CO., DUBAI

Quantity	Description	U. Price	Amount
200	M/TONG FRESH WATER SUPPLIED TO M/T BLUE STAR ON 26.10.06 AT KHORFAKKAN ANCHORAGE.	USD 10.00	USD 2,000.00
			OR
			DHS 7,340.00
DIRHAMS Seven Thousand Three Hundred Forty Only			DHS 7,340.00

ACCOUNTS DEPT.

OPERATIONS DEPT.

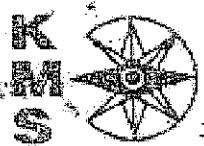
DIRECTOR

Note: This invoice is due for payment on 24th November 2006.

This is the true copy of document marked as Ex. R
referred to in the above Counter Affidavit.

ADVOCATE

EXHIBIT R.2(E)



خور كلبا للخدمات البحرية
KHORKALBA MARINE SERVICES

Tel: 00971 9 23772849, Fax: 00971 9 2777257, P.O.Box: 11024, Kalba, Sharjah, U.A.E.
E-mail: koms@barakatnet.ae
Website: www.koms.com

No. 5297

FRESH WATER RECEIPT

Vessel: M/T BLUE STAR Port: K-FAKKAN, C⁴ ANCH
 Position 25° 22.8' N 056° 27.4' E 21.5 NM
 Flag: Agent: NOUOPE SHIPPING
 Owner: Date: OCTOBER 26' 00

DESCRIPTION	QUANTITY DELIVERED	REMARKS
	THREE HUNDRED TONS	
FRESH WATER	200 TONS	

Tender Alongside: 21.5 Started Discharge: 22.0 Finished Discharge: 04.27

RECEIVING MASTER / CM ENGINEER

Signature:



Name in Block Letters:

Ship's Stamp:

Tender:

KHAWLA

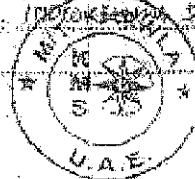
Master's Signatures:



Name in Block Letters:

D. Al Khawla

Tender's Stamp:



This is the true copy of document marked as E.S.L.R referred to in the above Counter Affidavit.

ADVOCATE

EXHIBIT R.2 (F)

FROM 140.5102
12/05/2006 10:52 07/06/06
Fax ID: 40097142964009 Rec. ID: 401286 09:01:00 07/06/06
KORKALBA MARINE SVS PAGE 01

To: 00000000000000000000000000000000
Re: 00000000000000000000000000000000
Cc: 00000000000000000000000000000000
Kork, Dubai U.A.E.
Subject: NOVSTAR SHIPPING
www.korkalba.com.ae
Attention: Accounts Dept.
Fax No: +971 4 3660000



كورة كلبا للخدمات البحرية
KORKALBA MARINE SVCS
CHARTERED AGENCY

**NOVSTAR SHIPPING
STATEMENT OF ACCOUNT
AS OF 30 NOVEMBER 2006**

Date	Inv. No.	Description	Vessel Name	Amt. Due
27.10.2006	16751	Service Boat Hire	Blue Star	4,400.00
26.10.2006	16762	Fresh Water Supply	Blue Star	7,340.00
29.10.2006	16768	Service Boat Hire	Blue Star	7,100.00
26.10.2006	16776	Equipment Hire	Blue Star	344.00
26.10.2006	16797	Equipment Hire	Blue Star	50.00
26.10.2006	16799	Service Boat Hire	Arabian Star	1,122.00
26.10.2006	16802	Service Boat Hire	Blue Star	1,275.00
27.10.2006	16821	Other Services	Blue Star	1,069.00
27.10.2006	16822	Sea Services	Blue Star	4,450.00
26.10.2006	16823	Other Services	Blue Star	3,225.00
26.10.2006	16834	Service Boat Hire	Blue Star	1,205.00
30.10.2006	16838	Equipment Hire	Blue Star	444.00
02.11.2006	16844	Service Boat Hire	Blue Star	1,895.00
06.11.2006	16874	Service Boat Hire	Blue Star	1,900.00
06.11.2006	16876	Service Boat Hire	Blue Star	2,000.00
06.11.2006	16878	Equipment Hire	Blue Star	110.00
06.11.2006	16879	Other Services	Blue Star	453.50
06.10.2006	17004	Other Services	Blue Star	5,179.50
Total Amount Due To EXOMIS				60,349.50

Please confirm the figures and arrange payment accordingly.

Thanking you,

Yours sincerely,

[Signature]
For Korkalba Marine Services
Accounts Dept.

This is the true copy of document marked as Ex. 2 R
referred to in the above Counter Affidavit.

ADVOCACY

[Signature]

[Signature]

[Signature]